

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1 8	
2. AMENDMENT/MODIFICATION NO. 0002		3. EFFECTIVE DATE 31-Aug-2017		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
6. ISSUED BY 411TH CONTRACTING SUPPORT BRIGADE, KOREA RCC YONGSAN, UNIT #15289 APO AP 96205-5289 UNITED STATES OF AMERICA (THE)		CODE W91QVN		7. ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				<input checked="" type="checkbox"/> X		9A. AMENDMENT OF SOLICITATION NO. W91QVN-17-T-0117	
				<input checked="" type="checkbox"/> X		9B. DATED (SEE ITEM 11) 24-Aug-2017	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) <div style="height: 100px; border: 1px solid black; padding: 5px;">See Next Page</div>							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)		31-Aug-2017	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

AMENDMENT 0002

a. The purpose of this amendment is to include Invited Contractor Program in the contract. All the changes are as follows:

(1) Deleted Notes for Invited Contractor Status is Not Available for this requirement as shown below.

(2) Added Para 4, Invited Contractor Program in the PWS.

(3) Added Local clause 5152.225-4020, Invited Contractor or Technical Representative Status under U.S.-Republic of Korea (ROK).

b. All other terms and conditions remain the same.

SECTION SF 1449 - CONTINUATION SHEET

The following have been added by full text:

5152.225-4020 INVITED CONTRACTOR OR TECHNICAL REPRESENTATIVE STATUS
UNDER U.S. - REPUBLIC OF KOREA (ROK)

Invited Contractor (IC) and Technical Representative (TR) status shall be governed by the U.S.-ROK Status of Forces Agreement (SOFA) as implemented by United States Forces Korea (USFK) Reg 700-19, which can be found under the “publications” tab on the US Forces Korea homepage <http://www.usfk.mil>

(a) Definitions. As used in this clause—

“U.S. – ROK Status of Forces Agreement” (SOFA) means the Mutual Defense Treaty between the Republic of Korea and the U.S. of America, Regarding Facilities and Areas and the Status of U.S. Armed Forces in the Republic of Korea, as amended

“Combatant Commander” means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. In Korea, the Combatant Commander is the Commander, United States Pacific Command.

“United States Forces Korea” (USFK) means the subordinate unified command through which US forces would be sent to the Combined Forces Command fighting components.

“Commander, United States Forces Korea” (COMUSK) means the commander of all U.S. forces present in Korea. In the Republic of Korea, COMUSK also serves as Commander, Combined Forces Command (CDR CFC) and Commander, United Nations Command (CDR UNC).

“USFK, Assistant Chief of Staff, Acquisition Management” (USFK/FKAQ) means the principal staff office to USFK for all acquisition matters and administrator of the U.S.-ROK SOFA as applied to US and Third Country contractors under the Invited Contractor (IC) and Technical Representative (TR) Program (USFK Reg 700-19).

“Responsible Officer (RO)” means a senior DOD employee (such as a military E5 and above or civilian GS-7 and above), appointed by the USFK Sponsoring Agency (SA), who is directly responsible for determining and administering appropriate logistics support for IC/TRs during contract performance in the ROK.

(b) IC or TR status under the SOFA is subject to the written approval of USFK, Assistant Chief of Staff, Acquisition Management (FKAQ), Unit #15237, APO AP 96205-5237.

(c) The contracting officer will coordinate with HQ USFK/FKAQ, IAW FAR 25.8, and USFK Reg 700-19. FKAQ will determine the appropriate contractor status under the SOFA and notify the contracting officer of that determination.

(d) Subject to the above determination, the contractor, including its employees and lawful dependents, may be accorded such privileges and exemptions under conditions and limitations as specified in the SOFA and USFK Reg 700-19. These privileges and exemptions may be furnished during the performance period of the contract, subject to their availability and continued SOFA status. Logistics support privileges are provided on an as-available basis to properly authorized individuals. Some logistics support may be issued as Government Furnished Property or transferred on a reimbursable basis.

(e) The contractor warrants and shall ensure that collectively, and individually, its officials and employees performing under this contract will not perform any contract, service, or other business activity in the ROK, except under U.S. Government contracts and that performance is IAW the SOFA.

(f) The contractor’s direct employment of any Korean-National labor for performance of this contract shall be governed by ROK labor law and USFK regulation(s) pertaining to the direct employment and personnel administration of Korean National personnel.

(g) The authorities of the ROK have the right to exercise jurisdiction over invited contractors and technical representatives, including contractor officials, employees and their dependents, for offenses committed in the ROK and punishable by the laws of the ROK. In recognition of the role of such persons in the defense of the ROK, they will be subject to the provisions of Article XXII, SOFA, related Agreed Minutes and Understandings. In those cases in which the authorities of the ROK decide not to exercise jurisdiction, they shall notify the U.S. military authorities as soon as possible. Upon such notification, the military authorities will have the right to exercise jurisdiction as is conferred by the laws of the U.S.

(h) Invited contractors and technical representatives agree to cooperate fully with the USFK Sponsoring Agency (SA) and Responsible Officer (RO) on all matters pertaining to logistics support and theater training requirements. Contractors will provide the assigned SA prompt and accurate reports of changes in employee status as required by USFK Reg 700-19.

(i) Theater Specific Training. Training Requirements for IC/TR personnel shall be conducted in accordance with USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK. IC/TR personnel shall comply with requirements of USFK Reg 350-2.

(j) Except for contractor air crews flying Air Mobility Command missions, all U.S. contractors performing work on USAF classified contracts will report to the nearest Security Forces Information Security Section for the geographical area where the contract is to be performed to receive information concerning local security requirements.

(k) Invited Contractor and Technical Representative status may be withdrawn by USFK/FKAQ upon:

(1) Completion or termination of the contract.

(2) Determination that the contractor or its employees are engaged in business activities in the ROK other than those pertaining to U.S. armed forces.

(3) Determination that the contractor or its employees are engaged in practices in contravention to Korean law or USFK regulations.

(l) It is agreed that the withdrawal of invited contractor or technical representative status, or the withdrawal of, or failure to provide any of the privileges associated therewith by the U.S. and USFK, shall not constitute grounds for excusable delay by the contractor in the performance of the contract and will not justify or excuse the contractor defaulting in the performance of this contract. Furthermore, it is agreed that withdrawal of SOFA status for reasons outlined in USFK Reg 700-19, Section II, paragraph 6 shall not serve as a basis for the contractor filing any claims against the U.S. or USFK. Under no circumstance shall the withdrawal of SOFA Status or privileges be considered or construed as a breach of contract by the U.S. Government.

(m) Support.

(1) Unless the terms and conditions of this contract place the responsibility with another party, the COMUSK will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations when sufficient or legitimate civilian authority does not exist.

(2)(i) All Contractor personnel engaged in the theater of operations are authorized resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical or emergency dental treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

(n) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel supporting U.S Armed Forces in the Republic of Korea as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable -

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Orders, directives, and instructions issued by the COMUSK relating to force protection, security, health, safety, or relations and interaction with local nationals. Included in this list are force protection advisories, health advisories, area (i.e. "off-limits"), prostitution and human trafficking and curfew restrictions.

(o) Vehicle or equipment licenses. IAW USFK Regulation 190-1, Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations. All

contractor employees/dependents must have either a Korean driver's license or a valid international driver's license to legally drive on Korean roads, and must have a USFK driver's license to legally drive on USFK installations. Contractor employees/dependents will first obtain a Korean driver's license or a valid international driver's license then obtain a USFK driver's license.

(p) Evacuation.

(1) If the COMUSK orders a non-mandatory or mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national contractor personnel.

(2) Non-combatant Evacuation Operations (NEO).

(i) The contractor shall designate a representative to provide contractor personnel and dependents information to the servicing NEO warden as required by direction of the Responsible Officer.

(ii) If contract period of performance in the Republic of Korea is greater than six months, non emergency essential contractor personnel and all IC/TR dependents shall participate in at least one USFK sponsored NEO exercise per year.

(q) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is missing, captured, or abducted.

(2) In the case of missing, captured, or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DOD Directive 2310.2, Personnel Recovery.

(3) IC/TR personnel shall accomplish Personnel Recovery/Survival, Evasion, Resistance and Escape (PR/SERE) training in accordance with USFK Reg 525-40, Personnel Recovery Procedures and USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK.

(r) Mortuary affairs. Mortuary affairs for contractor personnel who die while providing support in the theater of operations to U.S. Armed Forces will be handled in accordance with DOD Directive 1300.22, Mortuary Affairs Policy and Army Regulation 638-2, Care and Disposition of Remains and Disposition of Personal Effects.

(s) USFK Responsible Officer (RO). The USFK appointed RO will ensure all IC/TR personnel complete all applicable training as outlined in this clause.

(End of Clause)

The following have been modified:

PWS

**PERFORMANCE WORK STATEMENT (PWS)
Hazmat Training Course, September - October 2017
US Army Camp Humphreys, Republic of Korea**

1. General: This is a non-personnel services contract to provide a thirteen-day Hazmat training course. The Government shall not exercise supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1. Description of Services/Introduction: The contractor shall provide all instructors, transportation, tools, training materials, supervision, and other items necessary to perform duties defined in this Performance Work Statement. The contractor shall perform to the standards in this contract.

1.2. Background: The 718th Explosive Ordnance Disposal Company (EOD) is the assigned EOD response unit for all U.S. installations on the Korean Peninsula. As the EOD response company for Korea they require the training necessary to safely respond to all explosive hazard threats and munitions in their Area of Operation (AO).

1.3. Objectives: The 718th EOD request a contractor to provide HAZMAT technician level training IAW 49 CFR §1910.120 to minimize the risk of injury or death during explosive or other hazardous responses. Training will consist of the following:

- PROBOARD certification certificate
- An understanding of what hazardous substances are and the risks associated with an incident
- The ability to recognize the presence of hazardous substances in an emergency
- The ability to identify hazardous substances
- Knowledge of the basic hazmat hazards and risk assessment techniques
- Know how to select and use proper personal protective equipment
- A basic understating of hazardous material terms
- Know how to perform basic control, containment and/or confinement operations within the capabilities of the resource and personal protective equipment
- Know how to implement basic decontamination procedures

1.4. Period of Performance: The period of performance for instruction on-site at Camp Humphreys, Korea shall be for thirteen-days between September- October 2017. Training will not be conducted on the weekends and the method of training will be PowerPoint presentation, practical and a written exam.

1.5 Other: Instructors for this training course will not have access to any computer networks and will be escorted on-post to all training facilities as needed. Instructors will conduct Anti-Terrorism AT level one training and provide training certificates no later than 5-10 days prior to course start date. Prior to departure the unit Anti-Terrorism Officer (ATO) will provide instructors with an area of responsibility (AOR) specific awareness training as directed by AR 525-13 through email.

2. Contractor responsibilities:

- Provide a highly-trained professional instructors. Contractor shall provide text material, Power Point briefing / instruction for up to 45 attendees.
- Present this course at Camp Humphreys, Korea.
- Arrange travel - including lodging and transportation - from the contractor's home location to Camp Humphreys, and return to the contractor's home location.
- Present a thirteen-day (80 classroom hour) training course.
- Materials: The Contractor will provide the necessary training materials and exams to execute this training.

3. Government furnished materials and services:

3.1. Facilities: The Government will provide a classroom suitable for 45 attendees and audio-visual equipment for Power Point instruction at a training facility on US Army Camp Humphrey NLT 21 September 2017 to October 2017.

3.2. Utilities: The Government will provide the contractor all utilities in the training facility for the contractor to perform the tasks outlined in this PWS.

3.3. Equipment: The Government will provide all equipment to execute this training.

3.4. Materials: The Government will provide the necessary announcements to attendees and Standard Operating Procedures, and policies to support attendee course completion.

4. Invited Contractor Program (ROK-SOFA). Persons, including U.S. corporations, employees of those U.S. Corporations who are ordinarily residents of the U.S. and are present in the ROK solely for the purpose of executing contracts with the U.S. for the benefit of U.S. armed forces must follow a specific method to obtain work permits/visas in Korea. Personnel working on this contract who meet the definition above must complete all necessary steps as listed in contract award to obtain legal entry into the country.

Annex A: Hazmat Training Course curriculum.

a. Hazmat Awareness Training 1 Day (8-hour class).

(1) All students completing the class will receive the PROBOARD certification certificate. Certificate copies must be submitted with the invoice.

(2) First responders at the awareness level shall have sufficient training or have sufficient experience to demonstrate competency in the following areas:

- An understanding of what hazardous substances are and the risks associated with them in an incident.
- The ability to recognize the presence of hazardous substances in an emergency.
- The ability to identify hazardous substances.
- Measure of performance- At the conclusion of Day 1 training, students will receive a written exam and must pass with a score of 80%. This exam will validate students have sufficient knowledge of hazardous response at the awareness level.

b. Hazmat Operations Training 3-Days (24-hour class).

(1) All students completing the class will receive the PROBOARD certification certificate. Certificate copies must be submitted with the invoice.

(2) First responders at the Operations level shall have sufficient training or have sufficient experience to demonstrate competency in the following areas:

- Knowledge of the basic hazard and risk assessment techniques.
- Know how to select and use proper personal protective equipment. A basic understating of hazardous material terms.
- Know how to perform basic control, containment and/or confinement operations within the capabilities of the resource and personal protective equipment. Know how to implement basic decontamination procedures.
- Measure of performance- At the conclusion of Day 3 training, students will receive a written exam and must pass with a score of 80%. This exam will validate students have sufficient knowledge of hazardous response at the Operations level. Additionally, students will receive a hands-on practical exam demonstrating their knowledge on containment, confinement and decon procedures.

c. Hazmat Technician Training 5-Days (40-hour class).

(1) All students completing the class will receive the PROBOARD certification certificate. Certificate copies must be submitted with the invoice.

(2) First responders at the Technician level shall have sufficient training or have sufficient experience to demonstrate competency in the following areas:

- Knowledge of the basic hazard and risk assessment techniques
- Know how to select and use proper personal protective equipment. A basic understating of hazardous material terms.
- Know how to perform basic control, containment and/or confinement operations within the capabilities of the resource and personal protective equipment.
- Know how to implement basic decontamination procedures.
- At the conclusion of Day 5 training, students will receive a written exam and must pass with a score of 80%. This exam will validate students have sufficient knowledge of hazardous response at the Technician level. Additionally, students will receive a hands-on practical exam demonstrating their knowledge on containment, confinement and decon procedures.

The following have been deleted:

NOTES

(End of Summary of Changes)